**THE HON'BLE MR JUSTICE RAMESH RANGANATHAN**

**WRIT PETITION NO : 15313 of 2005**

**DATED: 27-07-2005**

Between:

V. Udaybhaskar Reddy S/o. V. Venkat Reddy
District, R/o. 18-3-508/D/63,
Sivaganga Nagar Chatrinaka
Hyderabad.

**..... PETITIONER**

AND

1 A.P.State Civil Supplies Corporation Limited,

Civil Supplies Bhavan, Somajiguda,

Hyderabad, rep.by its Vice Chariman and

Managing Director and another.

**.....RESPONDENTS**

**ORDER:**

The grievance of the petitioner in this writ petition is that while the contract for transportation of food grains at Stage-I for the year 2004-05, was from 01.08.2004 to 31.07.2005, the tender notice itself was issued on 09.09.2004, the petitioner's tender was accepted on 24.09.2004 and the contract was awarded to him only on 24.10.2004.

Sri.K.S.Murthy, learned counsel for the petitioner contends that the petitioner cannot be put to loss for the delay on the part of the

respondents in finalizing the tender and in awarding the work and that the work awarded to the petitioner should be construed as a period of twelve months commencing from 24.10.2004 and that he is entitled to continue to execute the work till 23.10.2005.

Sri.D.Linga Rao, learned counsel for the respondents submits that what the petitioner is seeking is enforcement of the contract and even assuming that there is a breach of its terms and conditions, the same is required to be agitated before the Civil Court of competent jurisdiction and a writ petition in this regard, in not maintainable.

Sri.K.S.Murthy, learned counsel for the petitioner submits that he is not seeking enforcement of any particular clause of the agreement, and as such, this Court has jurisdiction to entertain the writ petition under Article 226 of the Constitution of India.

The petitioner was awarded a contract for the year 2004-05. The contract period is prescribed as from 01.08.2004 to 31.07.2005. The sum and substance of the grievance of the petitioner is that the action of the respondents in calling for tenders belatedly and in awarding the contract nearly three months after commencement of the contract period would entitle him to be compensated by continuing him for a further period of three months beyond the period of expiry of the contract. This Court, in exercise of its jurisdiction under Article 226 of the Constitution of India, would not, normally, interfere in contractual matters. It is not for this Court to extend the period of the contract or to compensate a party to the contract for the loss said to have been sustained by him on account of certain acts of the other party. These are all matters, which are to be adjudicated before the Civil Court of competent jurisdiction.

The writ petition fails and is dismissed. No order as to costs.

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(RAMESH RANGANATHAN, J)

Dated: 27-07-2005

vs